

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF KANSAS**

KOMPASS KAPITAL FUNDING, LLC)	
)	
Plaintiff,)	Case No.
)	
v.)	
)	
SAGE SURFACES, LLC,)	
)	
Defendants.)	

NOTICE OF REMOVAL

Defendant Sage Surfaces, LLC, pursuant to 28 U.S.C. §§ 1332, 1441, & 1446, as well as Rule 81 of the Federal Rules of Civil Procedure, submits this notice of removal and states as follows:

The Removed Case

1. On October 26, 2022, Kompass Kapital Funding, LLC (“Plaintiff” or “Kompass”) filed its petition (“Petition”) in the District Court of Johnson County, Kansas against Defendant Sage Surfaces, LLC (“Defendant” or “Sage”).
2. All pleadings and other papers filed in the state court, that have been provided to counsel for Sage, are attached hereto.
3. Plaintiff’s allegations in its petition relate to a contract between Sage and Braco Sales, Inc. (“Braco”). Plaintiff alleges that it entered into a factoring agreement with Braco, and Braco assigned accounts receivable to Plaintiff. Sage made certain payments, in the amount of \$112,753.41, directly to Braco, and Plaintiff alleges that such payments should have been made to Plaintiff. Plaintiff alleges that Sage owes Plaintiff for such payments that were made directly to Braco.

Timeliness of Removal

4. Plaintiff served Sage by service outside of state pursuant to K.S.A. § 60-308. The summons and petition were served on November 18, 2022.

5. Sage has filed this notice of removal within 30 days of being served, making the notice of removal timely under 28 U.S.C. 1446 (b)(1).

Basis of Subject Matter Jurisdiction

6. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 (a)(1) & (c)(1), because there is complete diversity of citizenship between the Plaintiff and Defendant. Removal to this Court is proper under 28 U.S.C. § 1441 (a).

7. This is a civil action between citizens of different states within the meaning of 28 U.S.C. § 1332 (a)(1) & (c)(1).

8. In addition, the amount in controversy exceeds \$75,000.00, exclusive of interest and costs since Plaintiff claims it is entitled to a judgment against Sage in the amount of \$112,753.41. (Petition ¶ 22).

*Complete Diversity of Citizenship
Between Plaintiff and Defendant*

9. Plaintiff is a Kansas limited liability company. (Petition ¶ 1).

10. Upon information and belief, the member of Kompass is Kompass Funding Holdings, LLC (“Kompass Holdings”).

11. Upon information and belief, the members of Kompass Holdings are: Kompass Kapital Ventures, LLC (“Kompass Ventures”), Clubhouse Capital, LLC (“Clubhouse”), and Raven Capital, LLC (“Raven”).

12. Upon information and belief based upon the principal place of business of Kompass Ventures, the members of Kompass Ventures (including all layers and sub-layers of

members if the members are partnerships or limited liability companies) are citizens of Kansas, or states other than Texas.

13. Upon information and belief, the members of Clubhouse Capital, LLC (including all layers and sub-layers of members if the members are partnerships or limited liability companies) are citizens of Kansas.

14. Upon information and belief, the members of Raven Capital, LLC (including all layers and sub-layers of members if the members are partnerships or limited liability companies) are citizens of Kansas.

15. Sage is a limited liability company organized under Texas law, with a principal place of business in Texas. The members of Sage are citizens of Texas.

16. Because Plaintiff and Defendant are citizens of different states, there is complete diversity of citizenship.

Sufficient Amount in Controversy

17. The amount in controversy exceeds \$75,000, exclusive of interest and costs, since Plaintiff is seeking damages in the amount of \$112,753.41. (Petition ¶ 22). Therefore, the amount in controversy requirement is satisfied by the face of Plaintiff's Petition.

Notice to State Court and to Plaintiff

18. Pursuant to 28 U.S.C. § 1446 (d), written notice of the filing of this notice is being filed in the District Court of Johnson County, Kansas, and to counsel for Plaintiff.

No Waiver of Defenses

19. The filing of this notice of removal is expressly made subject to and without waiving any defenses Sage may have regarding Plaintiff's claims against it, including the defense of lack of personal jurisdiction over Sage.

Respectfully submitted,

DYSART TAYLOR COTTER
McMONIGLE & BRUMITT, P.C.

By: /s/ Matthew W. Geary

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ATTORNEYS FOR DEFENDANT
SAGE SURFACES, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 16th day of December 2022, the above and foregoing was sent via email, and filed using the Court's CM/ECF notification system, served a copy on the parties, as follows:

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